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**Met-Ed GPU**

RECORDATION NO. 11737-FF Filed 1425

MAY 16 1985 12 02 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11737-FF Filed 1425

MAY 16 1985 12 03 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Secretary:

Dear Sir:

No. MAY 16 1985

Date

Fee \$ 60.00

ICC Washington, D.C.

RECORDATION NO. 11737-CC Filed 1425

MAY 16 1985 12 03 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11737-AA Filed 1425

MAY 16 1985 12 03 PM

INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company  
Post Office Box 542  
Reading Pennsylvania 19640  
215 929-3601

Writer's Direct Dial Number

RECORDATION NO. 11737-AA Filed 1425

MAY 16 1985 12 03 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11737-BB Filed 1425

MAY 16 1985 12 03 PM

Enclosed for recording with the Commission pursuant to Section 11303 of Title 49 of the U.S. Code and 49 C.F.R. Part 1177 are an original executed counterpart and two certified copies of the Secondary Mortgage Documents described below:

These Secondary Mortgage Documents are the Supplemental Indentures dated as of September 1, 1981, September 10, 1981, December 1, 1982, September 1, 1983, September 1, 1984 and March 1, 1985, each of which relates to the following Primary Document recorded at I.C.C. recordation numbers 11737 (35 earlier Supplemental Indentures are recorded at I.C.C. recordation numbers 11737-A through 11737-Z): Indenture of Mortgage dated as of November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York, Trustee.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Metropolitan Edison Company  
2800 Pottsville Pike  
Reading, Pennsylvania 19640

Mortgagee: J. Henry Schroder Bank & Trust Co., Successor Trustee  
One State Street  
New York, New York 10015

Included in the property covered by the Primary Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Pennsylvania Electric Company (which owns a 43% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

*Benjamin E. Wagner*

The railroad car is not specifically described in the Primary Mortgage Document or in any of the Secondary Documents. However, included in the property covered by the Primary Mortgage Document and the enclosed Secondary Documents is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it. Also enclosed is a check in the amount of \$60.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on the original executed counterpart of the Secondary Mortgage Documents, for return to the undersigned, together with any extra copies not needed by the Commission.

A short summary of the enclosed Secondary Documents to appear in the index is as follows: Supplemental Indentures dated as of September 1, 1981, September 10, 1981, December 1, 1982, September 1, 1983, September 1, 1984 and March 1, 1985 to Mortgage recorded at I.C.C. recordation number 11737 and covering all equipment including interest in Schnabel type railroad car, AAR number GPUX100.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "R. B. Heist", with a stylized flourish at the end.

Robert B. Heist  
Secretary and Staff Counsel

Enclosures

RECORDATION NO. 11732 EE  
Filed 1985

MAY 16 1985 - 12 02 PM

INTERSTATE COMMERCE COMMISSION

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METROPOLITAN EDISON COMPANY

TO

J. HENRY SCHRODER BANK & TRUST COMPANY  
as Trustee.

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SUPPLEMENTAL INDENTURE

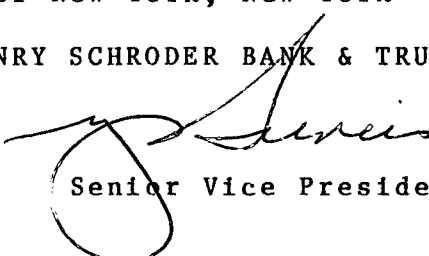
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Dated as of September 1, 1984

J. HENRY SCHRODER BANK & TRUST COMPANY  
hereby certifies that its Residence  
and Post Office Address is  
1 State Street, Borough of Manhattan,  
City of New York, New York 10015.

J. HENRY SCHRODER BANK & TRUST COMPANY

By

  
Senior Vice President

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THIS SUPPLEMENTAL INDENTURE, made as of the 1st day of September, 1984, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and J. HENRY SCHRODER BANK & TRUST COMPANY, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated as of February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972, December 1, 1973, October 30, 1974, October 31, 1974, March 20, 1975, September 25, 1975, January 12, 1976, March 1, 1976, September 28, 1977, January 1, 1978, September 1, 1978, June 1, 1979, January 1, 1980, September 1, 1981, September 10, 1981, December 1, 1982 and September 1, 1983, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, under date of March 6, 1981, J. Henry Schroder Bank & Trust Company became successor Trustee under the Mortgage; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the thirty-third series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, Term Loan - Multiple Rate Series due 1986-1991" (hereinafter sometimes referred to as the "bonds of the New Series"), and to provide for the issuance thereof only as fully registered bonds; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

## ARTICLE I.

Creation of First Mortgage Bonds, Term Loan - Multiple  
Rate Series due 1986-1991, and Specifications  
of Certain Matters With Respect Thereto

SECTION 1. The Company hereby creates the thirty-third series of bonds to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title "First Mortgage Bonds, Term Loan - Multiple Rate Series due 1986-1991".

SECTION 2. Bonds of the New Series for the aggregate principal amount of Ten million dollars (\$10,000,000), may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture. The bonds of the New Series initially authenticated and delivered shall be twenty in number, each in the principal amount of \$500,000, and shall have maturities such that one bond of the New Series shall mature on July 31, 1986 and one such bond shall mature on the last day of each October, January, April and July thereafter and the last such bond shall mature on April 30, 1991. Except as provided in Sections 2.03, 2.04, 2.05, 8.03 and 17.04 of the Original Indenture, no bonds of the New Series shall be authenticated and delivered after such initial issue.

SECTION 3. Each bond of the New Series shall be dated the date of its authentication and shall bear interest at the rate or rates per annum provided for hereinafter from the date of its authentication or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the New Series.

The principal of and interest on bonds of the New Series shall be paid in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. Except as otherwise permitted herein, principal of and interest on the bonds of the New Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Interest on the bonds of the New Series shall accrue at the rates and be payable on the dates provided for in this Section.

A. Definitions. As used in this Section, the following words and terms shall have the following meanings, unless the context hereof otherwise clearly requires:

"As-Offered Rate Portion" shall mean, at any time the portion, including the whole, of the unpaid principal amount of the bonds of the New Series bearing interest at such time under the As-Offered Rate Option.

"Bank" shall mean Mellon Bank, N.A., or any successor holder (other than the Company) of bonds of the New Series.

"Bank's Office" shall mean the office of the Bank located at Four Mellon Bank Center, Pittsburgh, Pennsylvania 15230 or at such other office of the Bank or branch, subsidiary or affiliate thereof as may be designated in writing from time to time by the Bank to the Company and the Trustee.

"Bond" or "Bonds" shall mean the bonds of the New Series.

"Business Day" shall mean any day other than a Saturday, Sunday, public holiday under the laws of the State where any notice is to be delivered or payment made (including pursuant to a written agreement with an institutional holder of any bond of the New Series, as permitted herein) or other day on which banking institutions are authorized or obligated to close in the City where any notice is to be delivered or payment made.

"CD Rate Portion" shall mean at any time the portion, including the whole, of the unpaid principal amount of the bonds of the New Series bearing interest at such time under the CD Rate Option.

"Closing Date" shall mean the date on which bonds of the New Series are first authenticated and delivered.

"Corresponding Source of Funds" shall mean in the case of any part of the CD Rate Portion (as defined above), hypothetical issuances by the Bank of one or more certificates of deposit of the Bank on dates approximately equal to the beginning of the CD Rate Borrowing Period applicable to such part of the CD Rate Portion, having maturities approximately equal to such CD Rate Borrowing Period and in an aggregate amount approximately equal to such part of the CD Rate Portion.

"Prime Rate Portion" shall mean at any time the portion, including the whole of the unpaid principal amount of the bonds of the New Series bearing interest at such time under the Prime Rate Option other than in accordance with the first sentence of Subsection B(d) hereof.

"Trustee's Office" shall mean the office of the Trustee located at:

One State Street  
New York, New York 10015  
Attention: Corporate Trust Department, Mr. Peter Morse

B. Interest Rates; Borrowing Periods; Transactional Amounts.

(a) Optional Basis of Borrowing. The Company shall pay interest on the Bonds on a basis selected by it from one of the three interest rate Options set forth below, it being understood that the Company may, subject to the provisions of this Section 3, at any time select any number of such Options to apply simultaneously to different parts of the Bonds:

(i) Prime Rate Option: A fluctuating rate per annum (computed on the basis of a year of 365 or 366 days, as the case may be) equal to the Prime Rate during the period from the date hereof through April 30, 1986, equal to the Prime Rate plus 1/4% during the period from May 1, 1986 through April 30, 1989 and equal to the Prime Rate plus 1/2% from and after May 1, 1989. "Prime Rate" shall mean the interest rate per annum announced from time to time by the Bank as its prime rate.

(ii) CD Rate Option: A rate per annum (based on a year of 360 days and actual days elapsed) equal to the CD Rate plus 1-1/2% during the period from the date hereof through April 30, 1986, equal to the CD Rate plus 1-3/4% from May 1, 1986 through April 30, 1989 and equal to the CD Rate plus 2% from and after May 1, 1989. "CD Rate" shall mean with respect to each proposed CD Rate Borrowing Period corresponding to each part of a proposed CD Rate Portion of the Bonds the rate per annum determined by the Bank by adding:

(A) The rate per annum obtained by dividing (the resulting quotient to be rounded upward to the nearest 1/100 of 1%) (1) the rate of interest (which shall remain fixed for the duration of such proposed CD Rate Borrowing Period) determined in good faith by the Bank in accordance with its usual procedures (which determination shall be conclusive) to be the average of the secondary market bid rates at or about 11:00 o'clock a.m., Eastern Time, on the first day of such proposed CD Rate Borrowing Period by dealers of recognized standing in negotiable certificates of deposit for the purchase at face value of negotiable certificates of deposit of leading commercial banks in amounts approximately equal to that part of such proposed CD Rate Portion of the Bonds corresponding to such proposed CD Rate Borrowing Period and having maturities approximately equal to such proposed CD Rate Borrowing Period by (2) a number equal to 1.00 minus the CD Rate Reserve Percentage (as defined herein) and

(B) The Assessment Rate (as defined herein).

The "CD Rate" described in this Section 3B(a)(ii) may also be expressed by the following formula:

$$\text{CD Rate} = \frac{\begin{array}{l} \text{[average of the secondary market} \\ \text{[bid rates estimated by the Bank per} \\ \text{[Section 3B(a)(ii)(A)(1) hereof} \end{array}}{1.00 - \text{CD Rate Reserve Percentage}} + \text{Assessment Rate}$$

The "CD Rate Reserve Percentage" for any day is the maximum percentage (expressed as a decimal fraction, rounded upward to the nearest 1/100 of 1%), as determined by the Bank (which determination shall be conclusive), which is in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including without limitation supplemental, marginal or emergency reserve requirements) for a bank which has been a member of the Federal Reserve System since prior to September 1, 1980 in respect of nonpersonal time deposits in Dollars in the United States having a maturity comparable to the CD Rate Borrowing Period corresponding to such part of such CD Rate Portion of the Bonds. The CD Rate shall

be adjusted automatically with respect to any CD Rate Portion of the Bonds outstanding on the effective date of any change in the CD Rate Reserve Percentage, as of such effective date.

The "Assessment Rate" for any day is the rate per annum (rounded upward to the nearest 1/100 of 1%) determined by the Bank in accordance with its usual procedures (which determination shall be conclusive) to be the maximum effective assessment rate per annum payable by the Bank to the Federal Deposit Insurance Corporation (or any successor) for such day for insurance on Dollar time deposits, exclusive of any credit allowed against such annual assessment on account of assessment payments made or to be made by the Bank. The CD Rate shall be adjusted automatically with respect to any CD Rate Portion of the Bonds outstanding on the effective date of each change in the Assessment Rate, as of such effective date.

The Bank shall give prompt written notice to the Company and to the Trustee of the CD Rate so determined and of each adjustment thereto, which determination and/or adjustment shall be conclusive.

(iii) As-Offered Rate Option: A fixed rate per annum (computed on a basis to be determined by the Bank) equal to the rate (the "As-Offered Rate") offered by the Bank in its sole discretion to the Company on any Business Day for a proposed As-Offered Rate Borrowing Period and in an amount equal to the proposed As-Offered Rate Portion of the Bonds.

The Bank shall give prompt written notice to the Company and to the Trustee of the As-Offered Rate so determined, which determination shall be conclusive.

(b) Borrowing Periods. At any time when the Company shall select, convert to or renew the CD Rate Option or the As-Offered Rate Option to apply to any part of the outstanding Bonds, it shall fix one or more periods during which each such Option shall apply, such periods (the "Borrowing Periods") being set forth in the chart below:

<u>Interest Rate Option</u>	<u>Available Borrowing Periods</u>
CD Rate Option	Such period or periods for which the Bank is able to obtain funds at a fixed rate of interest as the Bank shall deem acceptable in its sole discretion ("CD Rate Borrowing Period")
As-Offered Rate Option	Such period or periods as the Bank shall deem acceptable in its sole discretion ("As-Offered Rate Borrowing Period")

provided, however, that the Company, in the selection or renewal of any Borrowing Period, shall be solely responsible for making allowance for mandatory redemptions of principal required to be made on the Bonds so that the amount of each such mandatory redemption shall not be committed on the due date thereof to the CD Rate Option or As-Offered Rate Option.

(c) Transactional Amounts. Every selection of, conversion from, conversion to or renewal of an interest rate Option and every redemption of any Bond or Bonds shall be in a principal amount as set forth in the chart below:

<u>Portion of the Bonds</u>	<u>Allowable Principal Amounts</u>
Prime Rate Portion	\$1,000,000 or a higher integral multiple of \$50,000
CD Rate Portion	\$1,000,000 or a higher integral multiple of \$50,000 for every different part of the CD Rate Portion
As-Offered Rate Portion	Such amount or amounts as the Bank shall offer in its sole discretion

For purposes of this Section 3B(c) a "part" of any Portion of the Bonds shall mean the entire amount of such Portion to which applies the same Borrowing Period commencing on the same day.

(d) Interest After Maturity. After the principal amount of any part of the Prime Rate Portion of the Bonds shall have become due and payable or shall be required to be redeemed or repurchased, by acceleration, declaration or otherwise, such part of the Bonds shall thereafter bear interest at a rate per annum (based on a year of 365 or 366 days, as the case may be) which shall be 2% above the rate otherwise in effect, such interest rate to change automatically from time to time effective as of the effective date of each change in the Prime Rate, payable on demand. After the principal amount of any part of the CD Rate Portion or the As-Offered Rate Portion of the Bonds shall have become due and payable or shall be required to be redeemed or repurchased, by acceleration, declaration or otherwise, such part of the Bonds shall thereafter bear interest payable on demand (i) until the end of the then current CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be, at a rate per annum 2% above the rate otherwise in effect and (ii) thereafter the interest rate Option on such Portion shall be automatically converted to the Prime Rate Option and the interest after maturity or such required redemption or repurchase shall be calculated in accordance with the previous sentence.

The Bank shall simultaneously furnish to the Trustee a copy of each written notice given to the Company demanding the repurchase of

any of the bonds of the New Series. The Trustee shall be entitled to rely conclusively on any such notice from the Bank and in the absence of such notice, shall be entitled to assume that no demand for repurchase has occurred.

(e) CD Rate Unascertainable; Impracticability. If

(i) On any date on which a CD Rate would otherwise be set the Bank shall have in good faith determined (which determination shall be conclusive) that by reason of changes affecting the market for negotiable certificates of deposit maintained by dealers of recognized standing adequate and reasonable means do not exist for ascertaining such CD Rate or

(ii) At any time the Bank shall have determined in good faith (which determination shall be conclusive) that:

(A) The making, maintenance or funding of any part of the CD Rate Portion of the Bonds has been made impracticable or unlawful by (1) the occurrence of a contingency which materially and adversely affects the secondary market for negotiable certificates of deposit maintained by dealers of recognized standing or (2) compliance by the Bank in good faith with any applicable law or governmental regulation, guideline or order or change therein or interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof or with any request or directive of any such governmental authority (whether or not having the force of law) or

(B) The effective cost to the Bank of funding any proposed or existing part of the CD Rate Portion of the Bonds from a Corresponding Source of Funds shall exceed the CD Rate applicable to such part of the CD Rate Portion of the Bonds,

then, and in any such event, the obligation of the Bank to allow conversion to or selection or renewal of the CD Rate Option by the Company shall be suspended until the Bank shall have later determined in good faith (which determination shall be conclusive) that the circumstances giving rise to such previous determination no longer exist.

The Bank shall notify the Company and the Trustee forthwith of any determination under this Section 3B(e). Upon such date as shall be specified in a notice of a determination under Section 3B(e)(i) or (ii) hereof (which shall not be earlier than the date such notice is given) the CD Rate Option shall cease to apply, and the Company shall convert the CD Rate Portion, if any, of the Bonds to another interest rate Option or Options in accordance with Section 3C hereof. Upon such specified date, the Company shall pay or shall provide immediately available funds to the Trustee with which the Trustee shall pay to the Bank the accrued and unpaid interest on such CD Rate Portion of the Bonds to (but not including) such specified date.

If at the time the Bank makes a determination under Section 3B(e)(i) or (ii) hereof the Company has previously notified the Bank that it wishes to convert to or renew the CD Rate Option but such Option has not yet gone into effect, such notification shall be deemed to be of no force and effect, as if never made, and the Company shall, with respect to the CD Rate Portion of the Bonds, either convert to or renew the As-Offered Rate Option by giving notice pursuant to Section 3C(b) hereof or convert to or renew the Prime Rate Option by giving no notice of conversion or renewal pursuant to Section 3C(c) hereof.

C. Election, Conversion or Renewal of Interest Rate Options; Notice.

(a) Election. Prior to the Closing Date and as required in Section 3C(d) hereof, the Company shall give, or shall have given, to the Bank at the Bank's Office and to the Trustee at the Trustee's Office notice of its election hereunder, setting forth the following information:

(i) The interest rate or rates selected in accordance with Section 3B hereof and the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the Bonds selected in accordance with Section 3B(c) hereof, and

(ii) With respect to each part of such CD Rate Portion or As-Offered Rate Portion, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, selected in accordance with Section 3B(b) hereof to apply to such part.

(b) Conversion or Renewal. The Company may convert any part of the Bonds from any interest rate Option or Options to a new interest rate Option or Options and may renew the CD Rate Option or the As-Offered Rate Option as to any part of the CD Rate Portion or the As-Offered Rate Portion of the Bonds:

(i) At any time with respect to conversion from the Prime Rate Option,

(ii) At the expiration of any CD Rate Borrowing Period or As-Offered Rate Borrowing Period with respect to conversions from or renewals of the CD Rate Option or the As-Offered Rate Option, as the case may be, as to that part of the CD Rate Portion or the As-Offered Rate Portion of the Bonds, as the case may be, corresponding to such expiring Borrowing Period or

(iii) After the Bank has given notice pursuant to Section 3B(e) hereof with respect to conversions from the CD Rate Option, subject to such indemnity as the Bank may be entitled to with respect to such conversion under the provisions of a Bank Loan Agreement between the Company and Mellon Bank, N.A. with respect to the bonds of the New Series (the "Bank Loan Agreement").

Whenever the Company desires to convert or renew any interest rate Option or Options, the Company shall give to the Bank at the Bank's Office and to the Trustee at the Trustee's Office notice of its conversion or renewal hereunder as required in Section 3C(d) hereof, setting forth the following information:

(i) The date on which the proposed conversion or renewal is to be made, which shall be a Business Day in Pittsburgh, Pennsylvania, and, unless interest payable on such date is to be paid directly to the holder or holders of the bonds of the New Series pursuant to a written agreement permitted herein, shall also be a Business Day in New York, New York.

(ii) The principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion of the Bonds to be converted from or renewed, selected in accordance with Section 3B(c) hereof.

(iii) The interest rate or rates selected in accordance with Section 3B(a) hereof and the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the Bonds to be converted or renewed, selected in accordance with Section 3B(c) hereof, and

(iv) With respect to each part of such CD Rate Portion or As-Offered Rate Portion to be converted or renewed, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, selected in accordance with Section 3B(b) hereof to apply to such part.

Notice of conversion having been given pursuant to this Section 3C(d), interest on the principal amount of any part of the Prime Rate Portion of the Bonds converted to the CD Rate Option or the As-Offered Rate Option shall become due and payable on such conversion date.

(c) Failure to Convert or Renew. In the absence of the receipt of a timely notice from the Company of conversion or renewal under Section 3C(b) hereof, any part of the CD Rate Portion or As-Offered Rate Portion of the Bonds as to which such notice is not received shall automatically be converted to the Prime Rate Option on the last day of the expiring CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be.

(d) Notice. The Company shall give, or shall have given, the Bank and the Trustee at least one Business Day's prior notice of the Prime Rate Portion and the As-Offered Rate Portion of the Bonds and at least two Business Days' prior notice of the CD Rate Portion of the Bonds with respect to the Company's election, renewal or conversion of any interest rate Option or Options. Each such notice

shall be irrevocable and shall be given no later than 10:00 o'clock A.M., Eastern Time, on the last date permitted for such notice. After the date specified in such notice, interest shall be calculated upon the principal amount as so elected, converted or renewed. Each such notice with respect to such As-Offered Rate Option shall contain a statement of the amount of interest due on the bonds of the New Series subject to such As-Offered Rate Option for the applicable Borrowing Period. Promptly after the expiration of each CD Rate Borrowing Period, the Company shall furnish to the Trustee written notice of the aggregate amount of interest payments made by the Company to the Bank on the bonds of the New Series corresponding to such expiring CD Rate Borrowing Period.

D. Interest Payment Dates. Interest on the Prime Rate Portion of the Bonds shall be due and payable on the last day of each October, January, April and July after the date hereof and at maturity. Interest on that part of the CD Rate Portion of the Bonds corresponding to each CD Rate Borrowing Period or that part of the As-Offered Rate Portion of the Bonds corresponding to each As-Offered Rate Borrowing Period shall be due and payable on the last day of such Borrowing Period and, if such Borrowing Period is longer than 90 days, also every 90th day of such Borrowing Period. After maturity of any part of the Bonds by declaration, acceleration or otherwise, or any required redemption or repurchase of the Bonds pursuant to the Bank Loan Agreement, interest on such part of the Bonds shall be due and payable on demand.

The bonds of the New Series shall not be redeemable, on any date prior to maturity, in whole or in part, except as specified herein or as otherwise required by the Mortgage. Except as otherwise specified herein, with respect to the bonds of the New Series, the procedure for redemption shall be governed by Article VIII of the Mortgage.

The Company, on April 30, 1986 shall redeem a principal amount of the bonds of the New Series equal to the excess, if any, of \$10,000,000 over the aggregate amount of proceeds of the issuance of the bonds of the New Series withdrawn or withdrawable as of April 30, 1986 pursuant to the "Depository Agreement" between the Company and the Bank delivered pursuant to, and described and defined in Section 2.01 of, the Bank Loan Agreement (the "Redemption Amount"), at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to April 30, 1986. The Company shall determine the Redemption Amount and

shall deliver an officer's certificate setting forth such determination to the Trustee at the Trustee's Office and each registered holder of bonds of the New Series directed to its registered address, at least three business days prior to April 30, 1986, in each case no later than 10 o'clock A.M., Eastern Time, on the date of delivery. The Trustee may conclusively rely on the Company's determination of the Redemption Amount as set forth in the aforesaid officer's certificate, without any obligation on its part to make an independent determination or verification of such amount. The Trustee shall have no obligation to give notice to any bondholder with respect to the aforesaid redemption.

The bonds of the New Series shall be redeemable, at the option of the Company, in whole or in part, prior to maturity, at a redemption price equal to 100% of the principal amount thereof, together with accrued interest to the redemption date (a) at any time and from time to time with respect to all or any part of the bonds of the New Series as to which interest is calculated under the Prime Rate Option and (b) at the expiration of any CD Rate Borrowing Period or As-Offered Rate Borrowing Period with respect to all or any part of the bonds of the New Series as to which interest for the expiring Borrowing Period is calculated under the CD Rate Option or the As-Offered Rate Option, as the case may be, corresponding to such expiring Borrowing Period.

The Company shall deliver to the Trustee at the Trustee's Office and to each registered holder of bonds of the New Series directed to its registered address, at least three Business Days' notice prior to the redemption date in the case of redemption of any of the Prime Rate Portion of the bonds of the New Series or any of the As-Offered Rate

Portion of the bonds of the New Series and at least three Business Days' notice prior to the redemption date in case of redemption of any of the CD Rate Portion of the bonds of the New Series, setting forth the following information: (i) the redemption date, which shall be a day which is a Business Day in both New York, New York and Pittsburgh, Pennsylvania; (ii) the principal amount of bonds of the New Series to be redeemed; (iii) the principal amount of the Prime Rate Portion and of each part of the CD Rate Portion or the As-Offered Rate Portion, as the case may be, of the bonds of the New Series to be redeemed, selected in accordance with Section 3B(c) hereof; and (iv) with respect to each part of such CD Rate Portion or As-Offered Rate Portion, the CD Rate Borrowing Period or the As-Offered Rate Borrowing Period, as the case may be, to which such redemption is to apply. Each such notice shall be irrevocable and shall be delivered no later than 10:00 o'clock A.M. Eastern Time on the last day permitted for such notice.

In the case of each redemption pursuant to the provisions hereinabove set forth, including the April 30, 1986 redemption, the Company shall deliver immediately available cash funds in the amount of the principal amount of bonds of the New Series to be redeemed to the Trustee on or before 10:00 o'clock A.M. Eastern Time, one business day prior to the redemption date unless payment of the redemption moneys has been made directly by the Company to the holder or holders of such bonds pursuant to the provisions hereinafter set forth.

In each case where less than all the outstanding bonds of the New Series are redeemed as provided herein, the Bonds to be redeemed shall be redeemed in the inverse order of their stated maturities.

The procedures set forth hereinabove for the giving of notice and the selection of bonds of the New Series for redemption in the event of the redemption of less than all of the bonds of the New Series shall govern in the event of any conflict with the provisions of Article VIII of the Mortgage.

The Company and the Trustee may enter into a written agreement with an institutional holder of any bond of the New Series providing, so long as such holder or any nominee of such holder is the holder of any such bond, for payment of principal thereof and interest thereon to be made by the Company directly to such holder by check mailed to an address specified therefor or by bank wire or interbank transfer of immediately available funds for credit to a bank account specified therefor, or at such other address as such holder shall have designated to the Company and the Trustee in writing for such purpose, in each case without surrender or presentation of such bond to the Company or the Trustee or the making of any notation thereon, except that any bond to be paid or redeemed in full shall be surrendered at the office or agency of the Company in the Borough of Manhattan, City of New York, for cancellation in order to receive payment, provided that such holder shall agree that, before disposing of any such bond, such holder will make a notation thereon of all principal payments previously made thereon and of the date to which interest thereon has been paid (and such holder will indemnify the Company and the Trustee against any and all costs, expenses and liabilities arising out of any payment of principal of any of such holder's bonds without presentment thereof to the Trustee). Any such agreement shall provide that the holder shall provide the Trustee with

written notice within three business days after any interest payment date or redemption date of the payment of such interest or redemption amount due or default in such payment, as the case may be. The Company hereby authorizes the Trustee (and any paying agent for the bonds of the New Series) to comply with each such agreement so delivered to the Trustee, notwithstanding the provisions of the Mortgage and of the bonds of the New Series and at the Trustee's discretion, to place a legend on any bonds of the New Series subject to any such agreement, describing the terms thereof. The Trustee shall be entitled to presume without any obligation to verify independently, that the Company has made all payments related to principal (other than payment or redemption in full of any bonds of the New Series) and interest on bonds of the New Series directly to the holder unless the holder shall otherwise notify the Trustee.

The bonds of the New Series shall also be redeemable, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all

the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event.

The bonds of the New Series shall be issuable only as fully registered bonds in the denominations of \$1,000 and any integral multiple thereof, and shall be exchangeable at the option of the holders thereof, in like aggregate principal amounts, for bonds of the New Series of other authorized denominations.

The bonds of the New Series shall not be transferable to any holder, other than the Company, which is not a banking institution which is a member of the Federal Reserve System and the Federal Deposit Insurance Corporation.

SECTION 4. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 5. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, clause (A)(II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 4 of the Supplemental Indenture dated May 1, 1960.

SECTION 6. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended as set forth in the

quotation contained in Article I, Section 6 of the Supplemental Indenture dated December 1, 1950.

SECTION 7. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 8. So long as any of the bonds of the New Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants and agreements set forth in Article I, Section 7 of the Supplemental Indenture dated June 1, 1957, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 9. The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or registration of transfer of any bond of the New Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange or registration of transfer thereof. The last sentence of Section 2.03 of the Original Indenture shall not apply to the bonds of the New Series. In any case where payment of interest or redemption moneys with respect to a bond or bonds of the New Series is not required to be paid directly to the holder or holders thereof pursuant to any written agreement entered into as permitted herein by Section 3 of this Article I, the Company shall not be required to make transfers or ex-

changes of bonds of the New Series for a period of three days next preceding any interest payment date for such bond or bonds of the New Series and the Company shall not be required to make transfers or exchanges of such bond or bonds of the New Series called or being called for redemption.

SECTION 10. The Company covenants and agrees that, so long as any of the bonds of the New Series are outstanding, during such times as any of the bonds of any series outstanding under the Mortgage are not rated "Investment Grade" (which shall mean an investment quality bond rating equal to or better than (a) 10, in the case of Duff & Phelps, Inc., (b) Baa3, in the case of Moody's Investors Service, and (c) BBB-, in the case of Standard & Poor's Corporation), unless the holders of a majority in principal amount of the bonds of the New Series at the time outstanding shall have consented thereto, the Company will not declare or pay any dividend (other than a dividend payable in common stock of the Company or in any other stock of the Company subordinate to its preferred stock) or make any other distribution on the common stock of the Company or on any other stock of the Company subordinate to its preferred stock, or purchase or otherwise acquire, directly or indirectly, any shares of common stock, preferred stock or other stock of the Company or make any loan or advance to, or guarantee or otherwise become contingently liable, directly, or indirectly in connection with the obligations, stock or dividends of, or purchase or acquire any stock, obligations or securities of, or any interest in, or make any capital contributions to, the parent or any other affiliate of the Company other than a subsidiary of the Company (all of the foregoing being herein called "Restricted Payments")

or permit any subsidiary of the Company to make or incur any Restricted Payment, if, after giving effect to the making or incurrence of such Restricted Payment, the aggregate amount involved in all Restricted Payments after December 31, 1983 would exceed 50% of the cumulative earnings of the Company (determined in accordance with generally accepted accounting principles, on a consolidated basis for the Company and its subsidiaries) for the period (taken as one accounting period) commencing on January 1, 1984 and terminating at the end of the last fiscal quarter preceding the date of such Restricted Payment, or if the retained earnings of the Company at the end of the last fiscal quarter preceding the date of such Restricted Payment are less than \$12,900,000, or if any such Restricted Payment would cause the retained earnings of the Company to fall below \$12,900,000. The Company covenants and agrees that, so long as any of the bonds of the New Series are outstanding, unless the holders of a majority in principal amount of the bonds of the New Series at the time outstanding shall have consented thereto, the Company will not make or incur, or permit any subsidiary of the Company to make or incur, any Restricted Payment if, at the time of or after giving effect to such Restricted Payment, any of the following events shall have occurred and be continuing: (i) any "completed default" under Section 10.01 of the Mortgage or (ii) any default by the Company in any payment of principal of or premium, if any, or interest on any obligation (other than bonds outstanding under the Mortgage) for borrowed money (or any obligation under any conditional sale or other title retention agreement or any obligation issued or assumed as full or partial payment for property whether or not secured by purchase money mortgage or any

obligation under notes payable or drafts accepted representing extension of credit) beyond any period of grace provided with respect, thereto, or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created (or any other default under any such agreement) if the effect of such default is to cause, or to permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause such obligation to become due prior to its stated maturity. Notwithstanding the foregoing provisions, the Company covenants and agrees that, so long as any bonds of the New Series are outstanding, during such times as any of the bonds of any series outstanding under the Mortgage are not rated Investment Grade (as that term is hereinabove defined) unless the holders of a majority in principal amount of bonds of the New Series at the time outstanding shall have consented thereto, the Company will not make or incur, or permit any subsidiary of the Company to make or incur, any Restricted Payment, unless the Company shall theretofore deliver to the Trustee and to each holder of the bonds of the New Series an officers' certificate (of which one of the signing officers shall be the President or chief financial officer of the Company) setting forth (a) a statement that the signers have examined the needs of the Company for additional funds during the next three years and the making or incurrence of such Restricted Payment will not have a material adverse effect upon the Company's ability to provide for its needs, and (b) a forecast of the needs of the Company for additional funds during the next three years.

## ARTICLE II.

## Form of the Bonds of the New Series.

The form of the bonds of the New Series and the Trustee's authentication certificate to be endorsed thereupon shall be substantially as follows, the denomination and numbers thereof to be appropriately inserted:

## [ FORM OF FACE OF NEW SERIES BONDS ]

METROPOLITAN EDISON COMPANY  
 (Incorporated under the laws  
 of the  
 Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, TERM LOAN - MULTIPLE RATE SERIES DUE 1986-1991

\$                      Due \_\_\_\_\_                      No.

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (the "Company"), for value received, hereby promises to pay to                      or registered assigns,  
 DOLLARS on or before 12:00 o'clock noon, prevailing Eastern Time, on                      at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts and in immediately available funds, and to pay interest thereon at said office or agency in like coin or currency and in immediately available funds from the date hereof, or from the most recent interest payment date to which interest has been paid or duly provided for, at the rate or rates per annum specified

in Article I, Section 3 of, or as otherwise provided in, the Supplemental Indenture to the Mortgage, creating the thirty-third series of bonds, dated as of September 1, 1984 between the Company and J. Henry Schroder Bank & Trust Company, as Trustee.

Subject to the provisions of the aforesaid Supplemental Indenture, interest hereon will be payable (i) quarterly on the last day of each October, January, April and July after the date hereof, and at the maturity hereof, and thereafter on demand, in the case of the Prime Rate Portion of this bond and (ii) on the last day of each applicable CD Rate Borrowing Period or As-Offered Rate Borrowing Period, as the case may be, and, if such Borrowing Period exceeds 90 days, also on every 90th day of such Borrowing Period, and thereafter on demand, in the case of the CD Rate Portion or As-Offered Rate Portion of this bond (all of such capitalized terms being set forth and defined in the aforesaid Supplemental Indenture).

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until J. Henry Schroder Bank & Trust Company, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presi-

dents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

DATED: METROPOLITAN EDISON COMPANY

By  
Vice President

ATTEST:

Secretary

[ FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE  
ON BONDS OF THE NEW SERIES ]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

J. HENRY SCHRODER BANK & TRUST COMPANY,  
TRUSTEE

By  
Authorized Officer

## [ FORM OF REVERSE OF NEW SERIES BONDS ]

METROPOLITAN EDISON COMPANY  
(Incorporated under the laws  
of the  
Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND, TERM LOAN - MULTIPLE RATE SERIES DUE 1986-1991

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds") issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, Term Loan - Multiple Rate Series due 1986-1991 (herein referred to as "bonds of the New Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, called the "Mortgage"), under which J. Henry Schroder Bank & Trust Company is successor Trustee, and to which Mortgage reference is made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not

less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in aggregate principal amount of the outstanding bonds of such one or more series affected, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons thereunto appertaining; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the express consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether

or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The bonds of the New Series are issuable only in fully registered form and in denominations of \$1,000 and any integral multiple thereof authorized by the Board of Directors of the Company.

The bonds of the New Series may be redeemed at the option of the Company and are subject to mandatory redemption at the times and upon the terms and conditions set forth in the Mortgage.

The bonds of the New Series are also subject to redemption on any date prior to maturity after notice, all as provided in the Mortgage, at 100% of the principal amount thereof, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of J. Henry Schroder Bank & Trust Company, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to

redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event.

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage; provided, however, that bonds of the New Series shall not be transferable to any holder, other than the Company, which is not a banking institution which is a member of the Federal Reserve System and the Federal Deposit Insurance

Corporation. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

### ARTICLE III.

#### Subjecting Certain Property Specifically to the Lien of the Mortgage.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00)

to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto J. Henry Schroder Bank & Trust Company, as Trustee, and to its successors and assigns forever, all of the following described property, to wit:

All property, real, personal and mixed, tangible and intangible, owned by the Company, or in which it owns an interest, on the date of the execution hereof, or (subject to the provisions of Article XIII of the Mortgage) which may hereafter be acquired by it, wheresoever situate, and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, except such property as is hereinafter expressly excepted and excluded from the lien and operation of the Mortgage.

The property covered by the lien of the Mortgage shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

FIRST.

PARCEL NUMBER ONE

Right of Way

ALL THAT CERTAIN tract or parcel of land in the Township of Paradise, and the Township of Jackson, both in the County of York and Com-

monwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Beatrice K. Miller, widow, by deed dated November 15, 1983 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book 86-Q, page 238.

SECOND.

Also all power houses, plants, buildings, distributing stations, substations, transforming stations and other structures for or use for or intended for use in connection with the manufacture, generation, transmission or furnishing of electricity, and the machinery, fixtures, fittings and equipment thereof or appurtenant thereto, including, without limiting the generality of the foregoing, all dynamos, engines, turbines, boilers, pumps, generators, transformers, converters, regulators, exciters, meters, shafting and belting and all other apparatus and appliances for generating or producing electricity, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Mortgage) which may be hereafter acquired by it.

THIRD.

Also all transmission and distribution lines and systems, whether underground, surface or overhead, for or used for or intended for use in connection with the transmission and distribution of electricity, and the conduits, poles, cross arms, insulators, transformers, cables, wires, meters, fixtures, tools, supplies and all other apparatus and appliances connected therewith or appurtenant thereto which are owned by the Company, or in which it owns an interest, on the date of the

execution hereof or (subject to the provisions of Article XIII of the Mortgage) which may be hereafter acquired by it.

#### FOURTH.

Also all franchises, immunities, privileges, permits, licenses, easements and rights of way authorizing, permitting or facilitating the erection, maintenance or operation upon, over or under any streets, avenues, highways, alleys, lanes, walks, parks and other public places in any county, city, borough, town, township or village, or upon, over or under any private property of poles, towers, wires, conduits, mains, pipes or other structures or apparatus for the transmission or distribution of electricity or otherwise relating to the business of producing, transmitting and distributing electricity, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Mortgage) which may be hereafter acquired by it.

#### GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, mining rights, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of

the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone, telegraph and pipeline companies to maintain and operate pole lines and gas and petroleum products mains and pipes over or through any of the said parcels or on or in the streets, roads or highways abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

#### EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Mortgage by subdivisions II (to the extent that such real estate is still owned by the Company) and III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Mortgage for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the company now has or may hereafter

acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

TO HAVE AND TO HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

#### ARTICLE IV.

##### Miscellaneous.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 3. The recitals of fact contained herein and in the bonds of the New Series (other than the Trustee's certificate of authentication) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same.

SECTION 4. The Company hereby indemnifies the Trustee and each such paying agent for bonds of the New Series against all liabilities, if

any, resulting from any acts or omissions on the part of the Company in connection with (a) any agreement as hereinabove described with an institutional holder of any bond of the New Series, (b) the determination by the Company of the Redemption Amount, or (c) determination or calculation of interest rates pursuant to Section 3 of Article I of this Supplemental Indenture.

SECTION 5. The Trustee shall be entitled to rely conclusively on each notice delivered to it by the Bank or by the Company pursuant to the terms of this Supplemental Indenture, for all purposes under the Mortgage. The Trustee shall have no duty or responsibility to the Company or to the holder or holders of the bonds of the New Series, from time to time, to verify independently the information contained in any such notice.

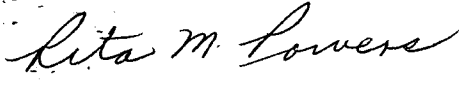
IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and J. HENRY SCHRODER BANK & TRUST COMPANY, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and

attested by an Assistant Secretary, all as of the day and year first above written.

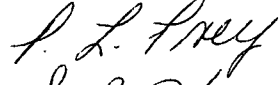
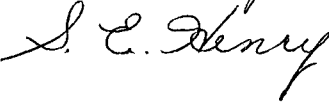
METROPOLITAN EDISON COMPANY

By   
E. W. Schleicher, Senior Vice President

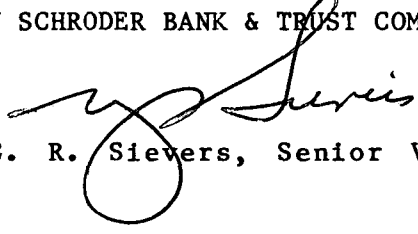
Attest:

  
Rita M. Powers, Assistant Secretary

Signed, sealed and delivered by said  
Metropolitan Edison Company in the  
presence of:

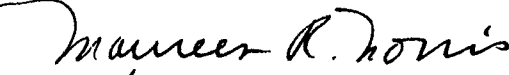

J. HENRY SCHRODER BANK & TRUST COMPANY

By   
G. R. Sievers, Senior Vice President

Attest:

  
Peter Morse, Assistant Secretary

Signed, sealed and delivered by said  
J. Henry Schroder Bank & Trust Company  
in the presence of:

COMMONWEALTH OF PENNSYLVANIA    )  
   : ss.  
 COUNTY OF BERKS                    )

On the *11<sup>th</sup>* day of October, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Rita M. Powers, Assistant Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that she was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by E. W. Schleicher, Senior Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of E. W. Schleicher, as Senior Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

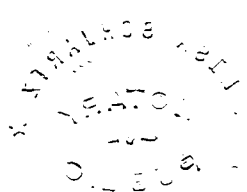
*Rita M. Powers*

Rita M. Powers, Assistant Secretary

Sworn to and subscribed before me the day and year aforesaid.

*Katherine M. Zechman*

KATHERINE M. ZECHMAN, Notary Public  
 Muhlenberg Twp., Berks County, Pa.  
 My Commission Expires Nov. 23, 1987



STATE OF NEW YORK     )  
                                       : ss.  
 COUNTY OF NEW YORK    )

On the 12<sup>th</sup> day of October, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Peter Morse, an Assistant Secretary of J. HENRY SCHRODER BANK & TRUST COMPANY, who being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by G. R. Sievers, Senior Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of G. R. Sievers, as Senior Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

*Peter Morse*

Peter Morse, Assistant Secretary

Sworn to and subscribed before me the day and year aforesaid. I am not a director or officer of said J. Henry Schroder Bank & Trust Company.

*Lisa Schwartz*

LISA SCHWARTZ  
 Notary Public, State of New York  
 No. 31-4526743  
 Qualified in New York County  
 Commission Expires March 30, 1985